

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

JEFFREY L. NEWELL

*

Plaintiff

*

v.

*

Civil Action No. AMD 02 CV 4161

JOHN DOE ("PHANTOM DRIVER")

*

and LIBERTY MUTUAL

GROUP INSURANCE

*

Defendants

*

*

*

*

*

*

*

*

*

*

*

*

*

CONSENT MOTION TO CONTINUE SETTLEMENT CONFERENCE

Jeffrey L. Newell, Plaintiff, by John E. Kelly and John E. Kelly, P.A., his attorney, hereby requests the continuance of the settlement conference scheduled for Wednesday, December 3, 2003 and says, in support of this Consent, the following:

1. Giancarlo M. Ghiardi hereby consents to a continuance of this settlement conference for the date of Wednesday, December 3, 2003 at 9:00 a.m. before the Honorable Magistrate Bredar;
2. That counsel for the Plaintiff was served with Answers to Interrogatories and a copy of the commercial insurance policy on the vehicle the Plaintiff was operating at the time of the occurrence on Tuesday, November 25, 2003;
3. Counsel for the Plaintiff learned for the first time that policy limits were in the amount of \$50,000.00 under the uninsured motorist's coverage in this matter. Prior to this time period in a discussion with previous counsel, he had been informed that policy limits in this case were One Million Dollars (\$1,000,000.00);
4. To further complicate this matter, the Maryland Law as set forth in the Insurance Code, Sections 19-509 and 19-513, provide for a set-off as against payments under the uninsured motorist's coverage as against any workers' compensation benefits received. The Plaintiff has

LAW OFFICES
JOHN E. KELLY
516 ROCK SPRING AVENUE
BEL AIR, MARYLAND 21014

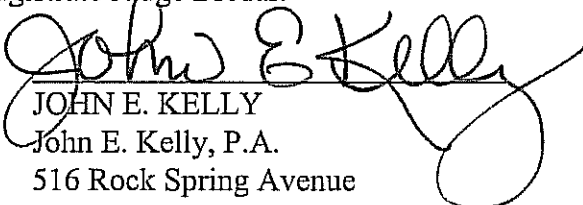
(410) 838-6343
(410) 879-0380
FAX (410) 638-9468

received under the Workers' Compensation Law, substantial benefits. The exact amount is in the sole knowledge of the workers' compensation insurer.

5. There is now question as to whether the law of the State of New Jersey would be applicable and it is unknown if New Jersey has a similar law to Maryland concerning set off of Workers' Compensation benefits.

6. Counsel for Defendant, Liberty Mutual Insurance Company, agrees to a reasonable continuance in order for the legal research and factual information may be gathered in this matter prior to the time of a settlement conference.

WHEREFORE, it is hereby requested that the above-entitled matter be postponed to a date mutually agreeable to all counsel, and the U.S. Magistrate Judge Bredar.


JOHN E. KELLY

John E. Kelly, P.A.

516 Rock Spring Avenue

Bel Air, Maryland 21014

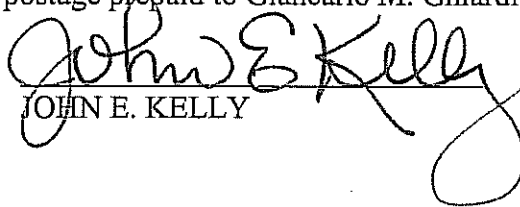
(410) 879-0380

Federal Bar No.: 01394

Attorney for Plaintiff

CERTIFICATION OF MAILING

I HEREBY CERTIFY on this 26th day of November, 2003, a copy of the foregoing Consent Motion was mailed to Giancarlo M. Ghiardi, Esquire, DeCaro, Doran, Siciliano, Gallagher & DeBlasis, LLP, 4601 Forbes Blvd., Ste. 200, P.O. Box 40, Lanham, Maryland 20703-0040, Attorney for Defendant, Liberty Mutual Group; ALSO a copy of the foregoing Consent Motion was delivered by facsimile, electronically and by first-class mail, postage prepaid to Giancarlo M. Ghiardi.


JOHN E. KELLY

LAW OFFICES
JOHN E. KELLY
516 ROCK SPRING AVENUE
BEL AIR, MARYLAND 21014

(410) 838-6343
(410) 879-0380
FAX (410) 638-9468

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

JEFFREY L. NEWELL

*

Plaintiff

*

v.

*

Civil Action No. AMD 02 CV 4161

JOHN DOE ("PHANTOM DRIVER")

*

and LIBERTY MUTUAL

GROUP INSURANCE

*

Defendants

*

*

*

*

*

*

*

*

*

*

*

*

*

ORDER

The foregoing Consent Motion to Continue Settlement Conference having been read and considered, it is this _____ day of _____, 2003, by the United States District Court for the District of Maryland;

ORDERED, that the scheduling conference set in for Wednesday, December 3, 2003, is hereby continued to a date mutually available to both counsel for the Plaintiff and counsel for the Defendant and the U.S. Magistrate Judge Bredar.

U.S. MAGISTRATE JUDGE
JAMES BREDAR

LAW OFFICES
JOHN E. KELLY
516 ROCK SPRING AVENUE
BEL AIR, MARYLAND 21014

(410) 838-6343
(410) 879-0380
FAX (410) 638-9468